



FINANCE DEPARTMENT
GOVERNMENT OF SINDH

**INVITATION FOR BIDS
(CATEGORY-E)**

**PROCUREMENT OF CUSTOMIZED
LEATHER BAGS FOR BUDGET KIT
PACKING**

SINGLE STAGE – ONE ENVELOPE BIDDING


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Finance Department
Government of Sindh

For Issuance & submission of Bidding Document

Address: Room no. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
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Bidding Document

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- Section II Bid Data Sheet (BDS)
- Section III Evaluation and Qualification Criteria
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Notice Inviting Tenders

Invitation for Bids

CATEGORY-E: Procurement of Customize Leather Budget Bags for Budget Kit Packing

IFB Ref. No.: FD (CTC-I) 03(01)/2023-2024
Karachi, dated the 13th October, 2023

1. Government of Sindh (the '**Government**') has allocated the funds towards strengthening operational activities support to the offices of Finance Department (the '**Procuring Agency**'), which it intends to apply part of the proceeds of this funding toward the eligible payments under the procurement contract mentioned-below:

- **Category-E: Procurement of Customized Leather Bags for Budget Kit Packing**

Delivery: All the goods, conforming to the required specification, shall be delivered to the Procuring Agency, within 60-business days effective from the contract signing date, as further specified under the bidding document.

2. The Procuring Agency now invites sealed bids from the eligible bidders for supplying of imported papers for Printers & Photocopier Machines installed at the various offices of Finance Department, as further detailed under the single bidding document issued for the said procurement.
3. Procurement will be conducted through national competitive bidding using a single stage-one envelope bidding procedure as specified in the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**'), and is open to all the eligible bidders as defined in the bidding document.
4. Bidders may bid on **Lumpsum basis** as mentioned thereunder. The contract(s) will be awarded to the bidder(s) offering the most advantageous bid, provided the bidder(s) meet the required qualification criteria and other terms & conditions mentioned under the bidding document.
5. Interested bidders may seek further information by obtaining the bidding document upon submission of written application alongwith a pay order / demand draft amounting to Rs. 1,500/- in favor of Drawing & Disbursing Officer, Finance Department Government of Sindh with effect from **13th October, 2023 to 01st November, 2023** or downloading it the same from the websites of the Procuring Agency or SPPRA <https://www.finance.gos.pk/> or <https://ppms.pprasinhd.gov.pk/PPMS/>.
6. Bids containing requisite or supporting documents must be delivered in a sealed envelope, clearly marking on its outer side the procurement title, at the address given below on or before **11:00 am** on **02nd November 2023**. Electronic bids will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives at the address given below at **12:00 noon** on **02nd November 2023**.
7. All the bids shall remain valid for Ninety (90) days effective from the bids' opening date and must be accompanied by a corresponding bid security equivalent to 5% of the total quoted bid in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Drawing & Disbursing Officer, Finance Department, Government of Sindh**'.

8. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.

9. The address referred to above is:

Attention: The Section Officer (B&A)

Finance Department, Government of Sindh

Address: Room No. 165, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Phone: +92 21 99222111

E-mail: procurementfd@finance.gos.pk

Website: <https://www.financ.gos.pk/>

Bidding Document

PROCUREMENT OF CUSTOMIZED LEATHER BAGS FOR BUDGET KIT PACKING (Single Stage-One Envelope Bidding Process)

IFB Reference No: FD (CTC-I) 03(01)/2023-2024
Procuring Agency: Finance Department, Govt. of Sindh
Address: Room No. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-
Turk Road, Karachi.
Issued on: 13th October, 2023

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PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

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Section I – Instructions to Bidders (ITB)

A. General

1. **Scope of Bid**
 - 1.1 In connection with the notice inviting tender, an invitation for bids (IFB), specified in the **Bid data sheet ('BDS')**, the Procuring Agency, as specified in the **BDS**, issues this bidding document for the supply of goods and related services incidental thereto, as defined in Section V – Schedule of Requirements. The name, identification, and package details of the IFB are specified in the **BDS**.
 - 1.2 Throughout this bidding document:
 - (a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **BDS**, distributed or received through the electronic system used by the Procuring Agency) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means a calendar day unless otherwise specified as "business day". A business day is any official working day and excludes any public holiday announced by the Government of Sindh.
2. **Source of Funds**
 - 2.1 The Procuring Agency specified in the **BDS** has applied for or received funds from the Government of Sindh (the '**Government**') in an amount toward the project or scheme named in the **BDS**. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment of the funds will be made only at the request of the Procuring agency and upon approval by the Government of Sindh of the competent Authority, and in case of a project will be subject in all respect to the terms and conditions of the agreement, if any relating to a project.
3. **Eligible Bidders**
 - 3.1 A bidder may be a firm that is a private entity, a state-owned enterprise or institution, subject to ITB 3.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, as specified in the **BDS**. In the case of a joint venture, as specified in the **BDS**, all members shall be jointly and severally liable for executing the entire contract in accordance with the contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all of the members of the JV during the bidding process and, in the event the JV is awarded the contract during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.

- 3.2 A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have conflict of interest for the purpose of this bidding process if the bidder is:
- (a) directly or indirectly controls, is controlled by or is under common control with another bidder; or
 - (b) receives or has received any direct or indirect subsidy from another bidder; or
 - (c) has the same legal representative as another bidder; or
 - (d) has a relationship with another bidder, directly or through common third parties, that puts it in a position to influence the bid of another bidder or influence the decisions of the Procuring Agency regarding this bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (f) or any of its affiliates have been hired (or is proposed to be hired) by the Procuring Agency or Government for the contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the fund) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/ or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the extent of the bidding process and execution of the contract.
- 3.3 A firm that is a bidder (either individually or as a JV member as specified in the **BDS**) shall not participate in more than one bid, except for permitted alternative bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all bids in which the firm is involved. A firm that is not a bidder or a JV member may participate as a subcontractor in more than one bid as specified in the **BDS**.

- 3.4 A bidder may have the nationality of any country unless expressly mentioned otherwise in the BDS, subject to the restrictions pursuant to ITB 3.8. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the contract, including related services.
- 3.5 A bidder that has been blacklisted by any organization shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a contract or benefit from a Government-financed contract, financially or otherwise.
- 3.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's country may be eligible to compete and be awarded a contract(s) only if they can establish, in a manner acceptable under the SPP Rules, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the supervision of the Procuring Agency.
- 3.7 A bidder shall not be under suspension or debarred from bidding by the Procuring Agency as the result of any action prescribed under the SPP Rules, 2010.
- 3.8 Firms and individuals may be ineligible if so indicated in the bidding document and (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 3.9 A bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- 3.10 A firm that is under a sanction of debarment by the Government from being awarded a contract is ineligible to participate in this procurement.
- 4. Eligible Goods and Related Services**
- 4.1 All the goods and related services to be supplied under the contract and funded by the Government may have their origin in any country unless expressly mentioned otherwise under the SPP Rules and other laws, as applicable.
- 4.2 For purposes of this ITB, the term "goods" includes commodities, raw materials, machinery, equipment, and industrial plants, and "related services" include insurance,

installation, training, and initial maintenance as specified under Section V – Schedule of Requirements.

- 4.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

5. Sections of Bidding Document

- 5.1 The bidding document consists of Parts 1, 2, 3, and 4, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Evaluation & Qualification Criteria
- Section IV – Bidding Forms

PART 2 Supply Requirements

- Section V – Schedule of Requirements

PART 3 Contract

- Section VI – General Conditions of Contract (GCC)
- Section VII – Special Conditions of Contract (SCC)
- Section VIII – Contract Forms

PART 4 Appendices

- Appendix A – Integrity Pact
- Appendix B – Affidavit (Non-blacklisting)
- Appendix C – Power of Attorney

- 5.2 The notice inviting tender, the invitation for bids (IFB), and any addenda or corrigenda issued by the Procuring Agency shall be treated as part of this bidding document.
- 5.3 Unless obtained directly from the Procuring Agency or downloaded from the websites of the Procuring Agency or Sindh Public Procurement Regulatory Authority ('SPPRA'), the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the bidding document in accordance with ITB 7. In case of contradiction, documents obtained directly from the Procuring Agency or downloaded from the authenticated websites referred to above shall prevail.
- 5.4 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all the information or documentation as is required by the bidding document.

- 6. Clarification of Bidding Document** 6.1 A bidder requiring any clarification of the bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided such request is received before the deadline for submission of bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all bidders who have acquired the bidding document in accordance with ITB 5.3, including a description of the inquiry without identifying its source. If so specified in the **BDS**, the Procuring Agency shall also promptly publish its response on the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Procuring Agency shall amend the bidding document following the procedure under ITB 7 and ITB 21.2.
- 7. Amendment of Bidding Document** 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency may amend the bidding document by issuing addenda in accordance with the SPP Rules.
- 7.2 Any addendum issued shall be part of the bidding document and communicated in writing to all who have obtained the bidding document from the Procuring Agency in accordance with ITB 5.3. The Procuring Agency shall also promptly publish the addendum on the websites of the Procuring Agency and SPPRA in accordance with ITB 6.1.
- 7.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submitting bids, pursuant to ITB 21.2
- C. Preparation of Bids**
- 8. Cost of Bidding** 8.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and the Procuring Agency shall not be responsible or liable in any case whatsoever for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid** 9.1 The bid and all correspondence and documents relating to it exchanged between a bidder and the Procuring Agency shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the language specified in the **BDS**, in which case, for purposes of interpretation of the bid, such translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 11;

- (b) **Price Schedules:** completed in accordance with ITB 11 and ITB 13;
- (c) **Bid Security,** in accordance with ITB 18.1;
- (d) **Alternative Bid:** if permissible, in accordance with ITB 12;
- (e) **Authorization:** written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 19.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 16 establishing the bidder's qualifications to perform the contract if its bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 16 establishing the bidder's eligibility to bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 15, establishing the eligibility of the goods and related services to be supplied by the bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB 15 and 29 that the goods and related services conform to the bidding document; and
- (j) any other document required **in the BDS.**

10.2 In addition to the requirements under ITB 11.1, bids submitted by a JV, if permitted so as specified in the **BDS**, shall include a copy of the joint venture agreement entered into by all members. Alternatively, a letter of intent to execute the agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the agreement.

10.3 The bidder shall furnish in the letter of bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this bid.

11. Letter of Bid and Price Schedules

11.1 The letter of bid and price schedules shall be prepared using the relevant forms provided in Section IV – Bidding Forms. The forms must be completed without alterations or substituting the text except as required under ITB 19.3. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

12.1 Unless otherwise specified in the **BDS**, alternative bids shall not be considered.

13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the bidder in the letter of bid and price schedules shall conform to the requirements specified below.

- 13.2 The package and items under it must be listed and priced separately in the price schedules.
- 13.3 The price quoted in the letter of bid in accordance with ITB 11.1 shall be the total price of the bid, including any discounts offered.
- 13.4 The bidder shall quote any discounts and indicate the methodology for their application in the letter of bid, in accordance with ITB 11.1.
- 13.5 Prices quoted by the bidder shall be fixed during the bidder's contract performance and not subject to variation on any account unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected pursuant to ITB 28.
- 13.6 If so specified in ITB 1.1, bids are invited for the individual package (item-wise unless expressly mentioned otherwise in the **BDS**). Unless otherwise specified in the **BDS**, prices quoted shall correspond to 100% of the items specified for each package and 100% of quantities specified for each package item.
- 13.7 The terms EXW, CIP, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of incoterms, published by the International Chamber of Commerce, as specified in the **BDS**.
- 13.8 Prices shall be quoted as specified in each price schedule included in Section IV – Bidding Forms. The disaggregation of price components is required solely to facilitate comparison of bids by the Procuring Agency. This shall not limit the Procuring Agency's right to contract on any of the terms offered. In quoting prices, the bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
 - (a) for goods manufactured in the Procuring Agency's country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods;
 - (ii) any Procuring Agency's country sales and income taxes and other taxes, including stamp duty as applicable, which will be payable on the goods if the contract is awarded to the bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in the BDS.
- (b) For goods manufactured outside the Procuring Agency's country to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's country, as specified in the BDS;
 - (ii) the price for inland transportation, insurance, and other local services, including stamp duty as applicable, required to convey the goods from the named place of destination to their final destination (delivery site) specified in the BDS;
- (c) For goods manufactured outside the Procuring Agency's country, already imported:
 - (i) the price of the goods, including the original import value of the goods; plus any mark-up (or rebate); plus any other related local cost, and custom and stamp duties and other import taxes already paid or to be paid on the goods already imported;
 - (ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported;
 - (iii) the price of the goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Agency's country sales and other taxes which will be payable on the goods if the contract is awarded to the bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in the BDS.
- (d) for related services, other than inland transportation and other services required to convey the goods to their final destination, whenever such related services are specified in Section V – Schedule of Requirements, the price of each item comprising the related services (inclusive of any applicable taxes).

14. Currencies of Bid and Payment

- 14.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in the currency of the Procuring Agency's country the portion of the bid price that

corresponds to expenditures incurred in the currency of the Procuring Agency's country unless otherwise specified in the **BDS**.

14.2 The bidder may express the bid price in any currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's country as further specified and restricted in the **BDS**.

**15. Documents
Establishing the
Eligibility and
Conformity of the
Goods and
Related Services**

15.1 To establish the eligibility of the goods and related services in accordance with ITB 4, bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV – Bidding Forms.

15.2 To establish the conformity of the goods and related services to the bidding document, the bidder shall furnish documentary evidence that the goods conform to the technical specifications and standards specified in Section V – Schedule of Requirements.

15.3 The documentary evidence may be in the form of literature, drawings, or data and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section V – Schedule of Requirements.

15.4 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spares, special tools, etc., necessary for the proper and continuous functioning of the goods during the period specified in the **BDS** following commencement of the use of the goods by the Procuring Agency.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements – Section V, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/ or catalog numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V – Schedule of Requirements.

**16. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

16.1 To establish the bidder's eligibility in accordance with ITB 3, bidders shall complete the letter of bid, included in Section IV – Bidding Forms.

16.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

- (a) that, if required in the **BDS**, a bidder that does not manufacture or produce the goods it offers to supply shall submit the manufacturer's authorization using the form included in Section IV – Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the goods to supply these goods in the Procuring Agency's country;
- (b) that, if required in the **BDS**, in case of a bidder not doing business within the Procuring Agency's country, the bidder is or will be (if awarded the contract) represented by an agent in the country equipped and able to carry out the supplier's maintenance, repair and spare parts-stocking obligations prescribed in the conditions of contract and/ or technical specifications; and
- (c) that the bidder meets each qualification criterion specified in Section III – Evaluation and Qualification Criteria.

17. Period of Validity of Bids

17.1 Bids shall remain valid until specified in the **BDS** or any extended date if amended by the Procuring Agency in accordance with ITP 7. A bid not valid up to the date specified in the **BDS**, or any extended date requested by the Procuring Agency in accordance with ITB 7, shall be rejected by the Procuring Agency as non-responsive.

17.2 In exceptional circumstances, before the expiry of bid validity, the Procuring Agency may request bidders to extend their bids' validity period. The request and the responses shall be made in writing. In such a case, if bid security is asked in accordance with ITB 18, it shall also be extended for a corresponding period. A bidder may refuse the request without forfeiture of its bid security. A bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB 17.3.

18. Bid Security

18.1 The bidder shall furnish, as part of its bid, a bid security, as specified in the **BDS**, in original form and the amount and currency specified in the **BDS**.

18.2 A bid security shall be in the form of a pay order or demand draft or an unconditional bank guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of the Procuring Agency, as specified in the **BDS**.

18.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Procuring Agency as non-responsive.

- 18.4 Bid security of unsuccessful bidders shall be returned as promptly as possible upon the expiry of the bid validity or the successful bidder signing of contract and furnishing the performance security pursuant to ITB 42.
- 18.5 The bid security may be forfeited if:
- (a) A bidder requests to withdraw his or its bid after opening but within the bid validity period;
 - (b) Successful bidder fails to furnish performance security; or
 - (c) Successful bidder fails to sign the contract;
 - (d) A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors;
 - (e) A bidder has been found blacklisted by any agency of the federal or provincial government.
- 18.6 The bid security of a JV, if allowed so in the **BDS**, must be in the name of the JV or any members that submit the bid. If the JV has not been legally constituted into a legally enforceable JV at the bidding time, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 and ITB 10.2.
- 19. Format and Signing of Bid**
- 19.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it "Original." Alternative bids, if permitted in accordance with ITB 12, shall be clearly marked "Alternative". In addition, the bidder shall submit copies of the bid in the number specified in the **BDS** and clearly mark them "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 The bidder shall mark as "Confidential" information in their bids that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the bid shall be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 19.4 In case the bidder is a JV, if allowed so in the **BDS**, the bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the

members as evidenced by a power of attorney signed by their legally authorized representatives.

- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

20. Sealing and Marking of Bids

- 20.1 The bidder shall deliver the bid in a single, sealed envelope (single stage – one envelope bidding process). Within the single envelope, the bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked "Original", all documents comprising the bid, as described in ITB 10; and
- (b) in an envelope marked "Copies", all required copies of the bid; and,
- (c) if alternative bids are permitted in accordance with ITB 12, and if relevant:
 - (i) in an envelope marked "Original – Alternative", the alternative bid; and
 - (ii) in the envelope marked "Copies – Alternative bid" all required copies of the alternative bid.

- 20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the bidder;
- (b) be addressed to the Procuring Agency in accordance with ITB 21.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

- 20.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

- 21.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the **BDS**.

- 21.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 7 or otherwise, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall after that be subject to the deadline as extended.

- 22. Late Bids**
- 22.1 The Procuring Agency shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Procuring Agency after the deadline for submission of bids due to any reason whatsoever shall be declared late, rejected, and returned unopened to the bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (power of attorney) in accordance with ITB 19.3 (except that withdrawal notices do not require documents/copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", or "Modification" as the case may be; and
 - (b) received by the Procuring Agency prior to the deadline prescribed for submission of bids, in accordance with ITB 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the bidders.
- 23.3 No bid shall be withdrawn, substituted, or modified between the deadline for submission and opening of bids and the expiration of the period of bid validity specified by the bidder on letter of bid or any extension thereof.
- 24. Bid Opening**
- 24.1 Except as in the cases specified in ITB 22 and ITB 23.2, the Procuring Agency shall, at the bids opening, publicly open and read out all bids received by the deadline at the date, time, and place specified in the **BDS** in presence of bidders representatives who choose to attend.
- 24.2 First, envelopes marked "Withdrawal" shall be opened and read out, and the envelope with the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of a power of attorney confirming the signature as a person duly authorized to sign on behalf of the bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening.
- 24.3 Next, envelopes marked "Substitution" shall be opened, read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid

authorization to request the substitution and is read out at bid opening.

- 24.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the bidder and whether there is a modification; the total bid prices, per item if applicable, including any discounts and alternative bids; the presence or absence of bid security, as required; and any other details as the Procuring Agency may consider appropriate at that time.
- 24.6 Only bids, alternative bids, and discounts that are opened and read out at bid opening shall be considered further in the evaluation. The letter of bid and the price schedules are to be initialed by representatives of the Procuring Agency attending the bid opening in the manner specified in the **BDS**.
- 24.7 The Procuring Agency shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 22.1).
- 24.8 The Procuring Agency shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the bid price (item-wise) if applicable, including any discounts;
 - (c) any alternative bids;
 - (d) the presence or absence of bid security.
- 24.9 The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders upon the final bid evaluation.

E. Evaluation and Comparison of Bids

25. Confidentiality

- 25.1 Information relating to the bids' evaluation and recommendation of the contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until the announcement of the evaluation report is transmitted to all bidders in accordance with ITB 37.

25.2 Any effort by a bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its bid.

25.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of announcement of the evaluation report, if any bidder wishes to contact the Procuring Agency on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the bidders, the Procuring Agency may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder with respect to its bid that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the bidder's response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids, in accordance with ITB 30.

26.2 If a bidder does not provide clarifications of its bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

28. Determination of Responsiveness

28.1 The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.

28.2 A substantially responsive bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the contract; or
 - (ii) limit in any substantial way inconsistent with the bidding document, the Procuring Agency's rights, or the bidder's obligations under the contract; or
- (b) if rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.3 The Procuring Agency shall examine the technical aspects of the bid submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of Section V – Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correcting the material deviation, reservation, or omission.

29. Nonconformities, Errors and Omissions

29.1 Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformities in the bid.

29.2 Provided that a bid is substantially responsive, the Procuring Agency may request that the bidder submit the necessary information or documentation within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Procuring Agency shall use its best estimate.

30. Correction of Arithmetical Errors

30.1 Provided that the bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected unless, in the opinion of the Procuring Agency, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.2 Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1 shall result in the rejection of the bid and forfeiture of the bid security.
- 31. Conversion to Single Currency** 31.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted to a single currency as specified in the **BDS**.
- 32. Margin of Preference** 32.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.
- 33. Evaluation of Bids** 33.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III – Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency shall determine the most advantageous bid by applying the criteria and methodologies. The most advantageous bid is the bid of the bidder that meets the qualification criteria and whose bid has been determined to be:
 - (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 33.2 To evaluate a bid, the Procuring Agency shall consider the following:
 - (a) evaluation will be done for Lumpsum basis (contracts), as specified in the **BDS**; and the bid price as quoted in accordance with ITB 13;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 13.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3; and
 - (f) the additional evaluation factors are specified in Section III – Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the contract conditions, applied over the period of execution, shall not be taken into account in bid evaluation.
- 33.4 If this bidding document allows bidders to quote different prices for different packages, the methodology to determine the lowest evaluated cost of the package combinations, including any discounts offered in the letter of bid, is specified in Section III - Evaluation and Qualification Criteria.
- 33.5 The Procuring Agency's evaluation of a bid will include and take into account:
- (a) in the case of goods manufactured in the Procuring Agency's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder;
 - (b) in the case of goods manufactured outside the Procuring Agency's country, already imported or to be imported, customs duties and other import taxes levied on the imported goods, sales and other similar taxes, which will be payable on the goods if the contract is awarded to bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.6 The Procuring Agency's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids unless otherwise specified in the

BDS from amongst those set out in Section III – Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2(f).

- 34. Comparison of Bids** 34.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive bids established in accordance with ITB 33.2 to determine the bid that has the lowest evaluated cost. The comparison shall be based on DDP (place of the final destination) prices for imported goods and EXW prices, plus the cost of inland transportation and insurance to the place of destination for goods manufactured within the Procuring Agency's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall consider custom duties and other taxes levied on imported goods quoted CIP and sales, and similar taxes levied in connection with the sale or delivery of goods.
- 35. Qualification of the Bidder** 35.1 The Procuring Agency shall determine, to its satisfaction, whether the eligible bidder that is selected as having submitted the lowest evaluated cost and substantially responsive bid meets the qualifying criteria specified in Section III – Evaluation and Qualification Criteria.
- 35.2 The determination shall be based upon examining the documentary evidence of the bidder's qualifications record submitted pursuant to ITB 16. The determination shall consider the qualifications of other firms such as the bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the bidder.
- 35.3 An affirmative determination shall be a prerequisite for awarding the contract to the bidder. An adverse determination shall result in the disqualification of the bid. In this event, the Procuring Agency shall proceed to the bidder who offers a substantially responsive bid with the next lowest evaluated cost to make a similar determination of that bidder's qualifications to perform satisfactorily.
- 36. Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids** 36.1 The Procuring Agency reserves the right to accept or reject any or all bids and annul the bidding process at any time before awarding the contract without incurring any liability to bidders. In case of annulment, all bids submitted, specifically bid securities, shall be promptly returned to the bidders.
- 37. Bid Evaluation Reports** 37.1 The Procuring Agency, upon completion of the bids' evaluation, shall send to each bidder bid evaluation results showing reasons for acceptance or rejection of

bids. The Procuring Agency shall also publicize the reports via the websites of the Procuring Agency and SPPRA at least three (3) business days before the contract award.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37, the Procuring Agency shall award the contract to the bidder(s) offering the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

39. Procuring Agency's Right to Vary Quantities at Time of Award

39.1 At the time the contract is awarded, the Procuring Agency reserves the right to increase or decrease the quantity of goods and related services initially specified in Section V – Schedule of Requirements, provided this does not exceed the percentages specified in the **BDS** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

40. Notification of Award

40.1 Before the expiry date of the bid validity period or any extension thereof, the Procuring Agency shall notify the successful bidder in writing that its bid has been accepted. The award notification shall specify the sum that the Procuring Agency will pay the bidder in consideration of the contract execution.

40.2 Within fifteen (15) days of the signing of the contract, the Procuring Agency shall publish the award of the contract, including:

- (a) contract evaluation report;
- (b) form of contract and letter of award;
- (c) bill of quantities of schedule of requirements;
- (d) Other documents required under the SPP Rules.

40.3 The contract award notice shall also be published on the Procuring Agency and SPPRA's websites with free access.

41. Signing of Contract

41.1 The Procuring Agency shall send the successful bidder the bid acceptance letter, including the contract agreement.

41.2 The successful bidder shall affix stamp duty and then sign, date and return the Procuring Agency the contract agreement within seven (7) business days of receipt.

42. Performance Security

42.1 Within seven (7) business days of the receipt of the bid acceptance letter from the Procuring Agency, the successful bidder shall furnish the performance security in accordance with the GCC 18, using for that purpose the performance security form included in Section VIII – Contract Forms, or another form acceptable to the Procuring Agency as mentioned in the BDS.

42.2 Failure of the successful bidder to submit the performance security mentioned above or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Section II - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Reference | A. General |
|---------------|---|
| ITB 1.1 | The IFB reference no. is: FD (CTC-I) 03(01)/2023-2024 |
| ITB 2.1 | The Procuring Agency is: Finance Department, Government of Sindh The IFB name is: Procurement of Customize Leather Bags for Budget Kit Packing |
| ITB 4.1 | The Maximum number of members in the Joint Venture (JV) shall be: JV or consortium is not allowed. |

| B. Contents of Bidding Document | |
|---------------------------------|--|
| ITB 6.1 | <p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Attention: Additional Finance Secretary (SR / Admn) Finance Department, Government of Sindh</p> <p>Address: Room No. 117 & 119, 6th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road</p> <p>City: Karachi</p> <p>Telephone: +92 21 99222119 (b): +92 21 99222111 (c): +92 21 99222113</p> <p>E-mail: procurementfd@finance.gos.pk</p> <p>Website: https://www.finance.gos.pk/</p> |

Requests for clarification should reach the Procuring Agency no later than five (5) calendar days before the date for the opening of bids.

| C. Preparation of Bids | |
|------------------------|--|
| ITB 9.1 | <p>The language of the bid is the English.</p> <p>All correspondence exchanges shall be in the English language.</p> <p>The language for the translation supporting of documents is English.</p> |
| ITB 10.1 (j) | <p>Bidder shall submit the following documents [relating to business structure and capability] to perform contracts in its bid:</p> <p>(a) Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution or association) and documents for registration of legal entity;</p> <p>(b) Company profile describing nature of business and field of experience;</p> <p>(c) Power of Attorney (Appendix – C);</p> <p>(d) Integrity Pact (Appendix – A);</p> <p>(e) Audit reports containing balance sheets, income statements and cash</p> |

| | |
|--|---|
| | <p>flow statements of the last three (3) years duly issued and verified by a certified chartered accountant firm;</p> <p>(f) Income tax returns filed during the last three (3) years;</p> <p>(g) Bid security financial instrument;</p> <p>(h) Qualification record, including completion certificates and work orders, indicating contracts scope and references proving completion of the requisite number of contract(s) in the last three (3) years;</p> <p>(i) Historical contracts' non-performing details, if any, with reasons leading to non-performance;</p> <p>(j) Litigation history with pending cases and nature of such litigations;</p> <p>(k) An affidavit that the bidder is not blacklisted by any public or private sector organization (Appendix-B);</p> <p>(l) Any other document, including Bid forms as applicable and referred to in the ITB, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.</p> |
| ITB 12.1 | Alternative bids shall not be considered |
| ITB 13.5 | The prices quoted by the bidder(s) shall not be subject to adjustment during the performance of the contract. |
| ITB 13.6 | Bidders may quote for a Lumpsum basis. Evaluation of bids will be made on Lumpsum basis only. |
| ITB 13.7 | The Incoterms edition is: 2020 |
| ITB 13.8 (b)(i) | <p>Place of destination: DDP - the goods shall be delivered at the Procuring Agency's office in Karachi.</p> <p>Karachi: A.K. Lodhi Block -- Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p> |
| ITB 14.8 (a)(iii), (b)(ii) and (c)(v) | <p>Final Destination (Delivery Site): As specified above.</p> <p>Goods will also be undertaken at the destined places where goods require be delivered or otherwise as mentioned under the supply requirements (refer to the technical specification).</p> |
| ITB 14.1 | The bidder is required to quote in currency of the Procuring Agency's country the portion of the bid price that corresponds to expenditures incurred in that currency. Bidder must quote in Pak Rupees using Section IV – Bid Forms. |
| ITB 15.4 | Period of time the goods are expected to be functioning: One (01) year |
| ITB 16.2 (a) | The manufacturer's authorization letter is: Not applicable |
| ITB 16.2 (b) | After-sales service: required as per Section V – Schedule of Requirements. |
| ITB 18.1 | The bid shall remain valid until 02nd February, 2023 |
| ITB 15.3 (a) | The bid price shall be adjusted by the following factor(s): Not applicable. |

ITB 18.1 Bid security shall be required against the total quoted bid. Bidder shall submit bid security equivalent to the **5% of total quoted bid** in Pakistani Currency in the shape of pay order/ demand draft/ bank guarantee, issued or confirmed by a scheduled bank of Pakistan, in favor of **Drawing & Disbursing Officer, Finance Department Government of Sindh.**

ITB 18.2 **Other types of acceptable securities:** Pay Order or Demand Draft or CDR issued by any scheduled bank of the Procuring Agency's country.

ITB 19.1 In addition to the original bid, the number of copies required is: **N/A**

ITB 19.3 **The written confirmation of authorization to sign on behalf of the bidder shall consist of:** Power of Attorney (**Appendix-C**)

D. Submission and Opening of Bids

ITB 21.1 For **bids submission purposes** only, the Procuring Agency's address is:

Attention Additional Finance Secretary (SR / Admn)
Finance Department, Government of Sindh

Address: Room No. 171, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road

City: Karachi

The deadline for bids submission is:

Date: 02nd November 2023

Time: 11.00 a.m.

Bidders **shall not** have an option for submitting their bids electronically.

ITB 24.1 **The Bid opening shall take place at:**

Address Room no. 119, 6th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road

City: Karachi

Date: 02nd November 2023

Time: 12.00 Noon.

ITB 24.6 The letter of bid and price schedules shall be initialed by **all** representatives of the Procuring Agency conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 31.1 The currency that shall be used for bid evaluation and comparison purposes to convert at the selling exchange rate of all bid prices expressed in various currencies into a single currency is: **N/A.**

ITB 32.1 A margin of domestic preference **shall not** apply.

ITB 33.2(a) Evaluation will be done on **Lumpsum basis.**

ITB 33.6 The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

- (a) deviation in delivery schedule: **No**
- (b) deviation in payment schedule: **No**
- (c) the cost of major replacement components, mandatory spares and service: **No**
- (d) the availability in the Procuring Agency's country of spares and after-sales services for the equipment offered in the bid: **No**
- (e) life cycle costs: the costs during the life of the goods or equipment: **No**
- (f) the performance and productivity of the equipment offered: **No**

F. Award of Contract

ITB 39 The maximum percentage by which quantities may be increased is: **15%**

Section III - Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 32)

If the BDS so specifies, the Procuring Agency will grant a margin of preference to goods manufactured in the Procuring Agency's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Procuring Agency's country, for which (i) labor, raw materials, and components from within the Procuring Agency's country account for more than thirty (30) per cent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;
- (b) **Group B:** All other bids offering goods manufactured in the Procuring Agency's country;
- (c) **Group C:** Bids offering goods manufactured outside the Procuring Agency's country that have been imported or that will be imported.

To facilitate this classification by the Procuring Agency, the bidder shall complete whichever version of the price schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the price schedule by the bidder shall not result in rejection of its bid, but merely in the Procuring Agency's reclassification of the bid into its appropriate bid group.

The Procuring Agency will first review the bids to confirm the appropriateness of, and modify, as necessary, the bid group classification to which bidders assigned their bids in preparing their bid forms and price schedules.

The bids in each group will then be compared to determine the bid with the lowest evaluated cost in that group. The lowest evaluated cost bid from each group shall then be compared with each other, and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, a bid from Group C is the lowest evaluated cost, all bids from Group C shall be further compared with the bid with the lowest evaluated cost from Group A after adding to the evaluated costs for goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen per-cent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Most Advantageous Bid

The Procuring Agency shall use the criteria and methodologies listed in Sections 2 and 3 below to determine the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

2. Evaluation (ITB 33)

2.1. Evaluation Criteria (ITB 33.6)

If the BDS so specifies, the Procuring Agency's evaluation of a bid may take into account, in addition to the bid price quoted in accordance with ITB 13.8, one or more of the following factors as specified in ITB 33.2(f) and in BDS referring to ITB 33.6, using the following criteria and methodologies.

- (a) Delivery schedule (As per Incoterms specified in the BDS): **N/A**
- (b) Deviation in payment schedule (As per SCC): **N/A**
- (c) Cost of major replacement components, mandatory spare parts, and service: **N/A**
- (d) Availability in the Procuring Agency's country of spare parts and after-sales services for equipment offered in the Bid: **N/A**
- (e) Life cycle costs: **N/A**
- (f) Performance and productivity of the equipment: **N/A**
- (g) Specific additional criteria: **N/A**

2.2. Multiple Contracts (ITB 33.4)

If, in accordance with ITB 1.1, bids are invited for Turnkey or Lumpsum basis, the contract will be awarded to the bidder offering a substantially responsive bid and the lowest evaluated cost to the Procuring Agency on Lumpsum basis, subject to the selected bidder meeting the required qualification criteria (this Section III, Sub-Section ITB 36 Qualification Requirements).

2.3. Alternative Bids (ITB 12.1)

An alternative bid, if permitted under ITB 12.1, will be evaluated as follows: **N/A**

3. Qualification (ITB 36)

3.1 Qualification Criteria (ITB 36.1)

After determining the substantially responsive bid which offers the lowest-evaluated cost in accordance with ITB 33, the Procuring Agency shall carry out the post-qualification of the bidder in accordance with ITB 36, using only the requirements specified below. Requirements not included in the text below shall not be used in the evaluation of the bidder's qualifications:

- (a) **Nationality:** Bidder must have been incorporated or setup in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association as applicable under the law);
- (b) **Registration:** Bidder must have valid registration with the Federal Board of Revenue for Income Tax and Sales Tax, as applicable;
- (c) **Documentary Evidence:** Bidder must furnish documentary evidence to demonstrate that the goods it offers meet the requirement specified under Part 2 – Supply Requirements.
- (d) **Power of Attorney:** Bidder must submit a power of attorney, as required by the bidding document, for the authorized person nominated to sign the documents;
- (e) **Financial Turnover:** Bidder must have an average annual financial turnover not less than equivalent cost of the total bid price during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant in Pakistan or as applicable;
- (f) **Experience:** Bidder must have successfully completed at least One (1) similar assignment, with each assignment's minimum cost not less than equivalent cost

of the total quoted bid price relating to the supply of goods to any public or private sector organization during the last three (3) years;

- (g) **Government Owned Organization:** Bidder must be: (i) legally and financially autonomous; (ii) operates under commercial law; and (iii) are not under the supervision of the Procuring Agency;
- (h) **Conflict of Interest:** Bidder must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the bidding document issued with respect to this procurement activity;
- (i) **Non-performing Contracts and Litigation History:** Bidder must provide details, if any, relating to the: (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication;
- (j) **Non-blacklisting/ Non-debarment:** Bidder must not be: (i) blacklisted by any public sector organization; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering during the last three (3) years.

The bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement specified under Part 2 – Supply Requirements.

The bidder shall also furnish the sample of the **goods / item** for physical demonstration purpose that it offer at the time of submission of the bid. Non-Compliance will be subject to rejection of the bid at the initial stage. The sample should be in accordance with the Technical requirements of the Bid.

Section IV - Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT.

The bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the bidder's complete name and business address.

Note: All italicized text is to help bidders in preparing this form.

Date of bid submission: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification number if this is a bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

- (a) **No Reservations:** We have examined and have no reservations to the bidding document, including the Addenda issued in accordance with ITB 7;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Conformity:** We offer to supply in conformity with the bidding document and to follow the delivery schedules specified in Section V – Schedule of Requirements the following goods: *[insert a brief description of the goods and related services]*;
- (d) **Bid Price:** The total price of our bid, including any discounts offered in the item below, is: *[insert the total price of the bid in words and figures]*
- (e) **Bid Validity:** Our bid shall be valid until *[insert day, month, and the year in accordance with ITB 17.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our bid is accepted against any or all items or goods offered, we commit to obtaining performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other bid(s) as an individual bidder, and we are not participating in any other bid(s) as a joint-venture member or as a subcontractor, and meet the requirements of ITB 3.3, other than alternative bids submitted in accordance with ITB 12;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by any public sector agency. Further, we are not ineligible under the Procuring Agency's country laws or official regulations or a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] [We are a state-owned enterprise or institution but meet the requirements of ITB 3.6];*
- (j) **Commissions, gratuities, fees:** We have paid or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the contract: *[insert*

complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

- (k) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your letter of acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (l) **Procuring Agency Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost bid, the most advantageous bid or any other bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of fraud and corruption.

Name of the bidder: *[insert complete name of the bidder]

Name of the person duly authorized to sign the bid on behalf of the bidder: **[insert complete name of person duly authorized to sign the bid]

Title of the person signing the bid: [insert complete title of the person signing the bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

Bidder Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

| |
|---|
| 1. Bidder's Name <i>[insert bidder's legal name]</i> |
| 2. In the case of JV, the legal name of each member: <i>[insert legal name of each member in JV]</i> |
| 3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i> |
| 4. Bidder's year of registration: <i>[insert bidder's year of registration]</i> |
| 5. Bidder's address in the country of registration: <i>[insert the legal address in the country of registration]</i> |
| 6. Bidder's authorized representative Information Name: <i>[insert authorized representative's name]</i> Address: <i>[insert authorized representative's address]</i> Telephone/Fax numbers: <i>[insert authorized representative's telephone/fax numbers]</i> Email Address: <i>[insert authorized representative's email address]</i> |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1. <input type="checkbox"/> In the case of state-owned enterprise or institution, in accordance with ITB 3.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy; • Operation under commercial law; • Establishing that the bidder is not under the supervision of the Procuring Agency. |

Bidder's JV Members Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. The following table shall be filled in for the bidder and each member of joint venture].

Date: *[insert date (as day, month and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

| |
|--|
| 1. Bidder's Name <i>[insert bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in the country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's Authorized Representative Information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/ Fax numbers: <i>[insert telephone no. of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or registration documents of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency, in accordance with ITB 3.6. |
| 8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. <i>[If required under the bidding document, the successful bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i> |

Price Schedule Forms

*[The bidder shall fill these price schedule forms in accordance with the instructions. The list of line items in column 1 of the **price schedules** shall coincide with the list of goods and related services specified by the Procuring Agency in the schedule of requirements.]*

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*

IFB No.: *[Procuring Agency to insert reference number for the IFB]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

Bid Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that _____ *[insert name of the bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (the 'Applicant') has submitted or will submit to the Procuring Agency (the 'Beneficiary') its bid (the 'Bid') for the execution of _____ under Invitation for Bids No. _____ (the 'IFB').

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid security, which inter-alia may be in the form of a bank guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its bid prior to the bid validity expiry date outlined in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its bid by the Beneficiary prior to the expiry date of the bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, or (iii) fail to perform any obligation as specified under the ITB 18.5 of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after expiry date of the bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

Manufacturer's Authorization

[The bidder shall require the manufacturer to fill this form in accordance with the instructions. This letter of authorization should be on the manufacturer's letterhead and signed by a person with the proper authority to sign documents binding on the manufacturer. The bidder shall include it in its bid if so indicated in the BDS.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to negotiate and sign the contract subsequently.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract concerning the goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – SUPPLY REQUIREMENTS

Section V – Schedule of Requirements

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1. List of Goods and Delivery Schedule

| Line Item No | Description of Goods | Total Qty | Physical Unit | Final Destination (Project or Delivery Site) as specified in BDS | Delivery Date | | |
|---------------|---|------------|---------------|--|---|--|--|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder's offered Delivery Date (Bidder to Provide Dates) |
| 1. | Leather Bags with foil embossing for Budget Kit Packing | 600 | Bags | A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi. | One (01) business day following the date of effectiveness of the contract | Sixty (60) business days following the date of effectiveness of the contract | |
| Total: | | 600 | Bags | | | | |

2. List of Related Services and Completion Schedule

The successful bidder, in addition to the goods delivery, shall be required to provide the delivery completion schedule of the goods within next business day of signing of contract agreement at the Procuring Agency's designated site. The successful bidder shall bear all the costs associated with performing such delivery of goods.

3. Technical Specifications

3.1 General Specification

- i. All the goods to be incorporated in the supply must be new, unused and incorporate all recent improvements in design unless provided otherwise in the contract. The specifications offered by a bidder(s) will be part of the contract between the Procuring Agency and the successful bidder, and will be used by the Procuring Agency's inspection authority to verify compliance on delivery.
- ii. Wherever reference is made in the technical specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or relate to a particular country or brand or model, other authoritative standards that ensure **substantial equivalence** to the standards and codes specified will be acceptable.

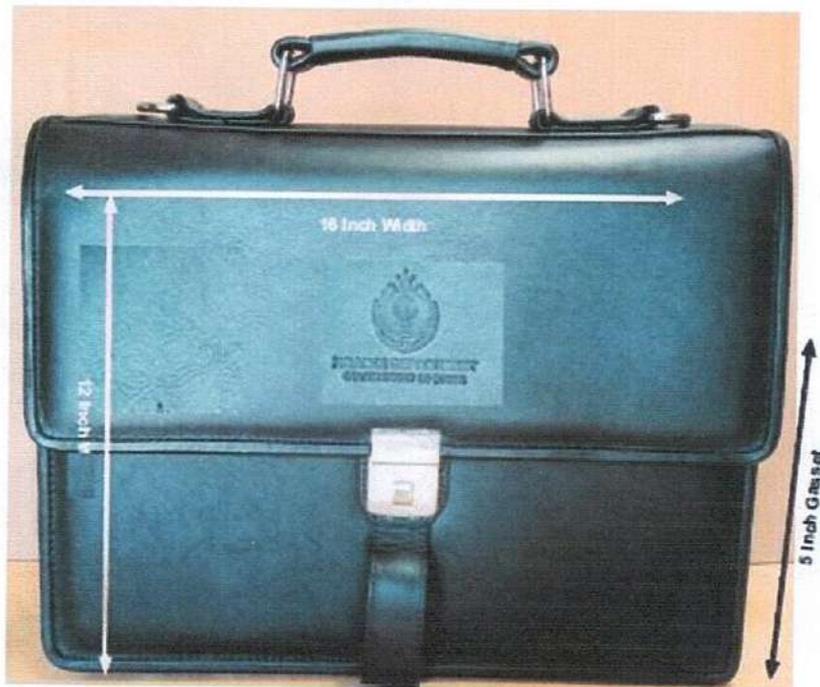
3.2 Technical Requirements

| Line Item No | Description | Measurement | Delivery mode |
|--------------|---|--|--|
| 1. | Leather Bag Color Leather to be required Total Leather to be required in each bag Bag Size (Width x Length) Bag Gasset Size Fabric to be required for inner side of the bag Leather to be required for center lining / inner partition of the bag Sheet / Board size for Bag support to required Bag Zip to be required Bag Front lock to be required Metal Spring Hooks for shoulder strap buckle Size of Leather strap buckle to be required Size of emboss logo (Govt of Sindh monogram along with department name) to be required at the front center of the bag. (Width x Length) Lotion for leather pasting purpose to be required | Black Cow A-Grade 18-ft 16 x 12 inches 5 inches 3-metre 06-ft 2-mm imported YKK or Equivalent Amit or Equivalent Imported A-Grade 03-ft 2.5 x 3.5 inches A-Quality imported | Pack of 06-Bags in each sealed carton box wherein each bag wrapped with dust proof transparent plastic packing |

4. Drawing

This bidding document includes following drawing.

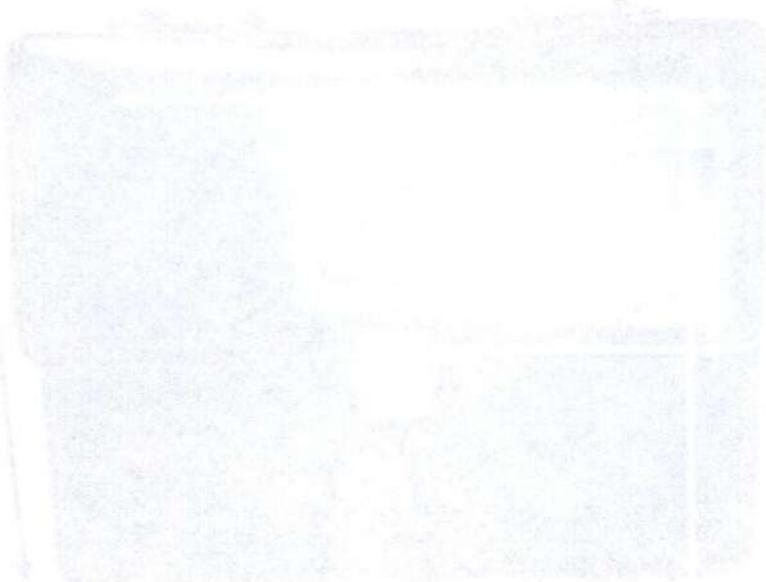
LINE ITEM NO. 1 CUSTOMIZED LEATHER BAGS WITH FOIL EMBOSSED (BLACK COLOR)



5. Inspection

The following inspections and tests shall be performed:

- At the time of delivery of goods by the successful bidder, the Procuring Agency's representative / Inspection Committee – technical resource – shall conduct the goods quality inspection or check and issue an inspection acceptance certificate, which will be submitted by the bidder on monthly basis along with the invoice for payments releases purpose.



**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT
FORMS**

Section VI - General Conditions of Contract

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Section VI – General Conditions of Contract (GCC)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract or Agreement" means the agreement entered into between the Procuring Agency and the Supplier, together with the documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the Supplier's fulfillment of the Related Services in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all commodities, raw material, machinery and equipment, and/ or other materials the Supplier is required to supply to the Procuring Agency under the Contract.
- (h) "Procuring Agency's Country" is the country specified in the Special Conditions of Contract (SCC).
- (i) "Procuring Agency" means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
- (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract.
- (k) "SCC" means the Special Conditions of Contract.
- (l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (m) "Supplier" means the person, private or government entity, or a combination of the above whose bid to perform the Contract has been accepted by the

Procuring Agency and is named as such in the Contract Agreement.

- (n) "The Project Site," where applicable, means the place named in the **SCC**.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Interpretation

- 3.1 If the context requires it, singular means plural and vice versa.

3.2 Incoterms

- (a) Unless inconsistent with any Contract provision, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the **SCC**.

- (b) The terms DDP, EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

- 3.3 **Entire Contract Agreement:** The Contract constitutes the agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties before the Contract date.

- 3.4 **Amendments:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

- 3.6 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4. Language**
- 4.1 The Contract and all correspondence and documents relating to it exchanged by the Supplier and the Procuring Agency shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation for documents provided by the Supplier.
- 5. Joint Venture, Consortium or Association**
- 5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.
- 6. Eligibility**
- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered and operates in conformity with the laws of the country.
- 6.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.
- 7. Notices**
- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8. Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency's Country unless otherwise specified in the SCC.

8.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Procuring Agency's Country when

- (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

9. Settlement of Disputes

9.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

9.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

10. Inspection and Audit by the Procuring Agency

10.1 The Supplier shall keep and make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

10.2 The Supplier shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Procuring Agency and/ or persons appointed by the Procuring Agency to inspect the site and/ or the accounts, records and other documents relating to the procurement process, selection and/ or contract execution, and to have such accounts, records and

- other documents audited by auditors appointed by the Procuring Agency.
- 11. Scope of Supply**
- 11.1 The Goods and Related Services to be supplied by the Supplier to the Procuring Agency shall be those specified in the Schedule of Requirements.
- 12. Delivery and Documents**
- 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion schedule specified in the schedule of requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 11 and the Delivery and Completion Schedule, as per GCC Clause 12.
- 13.2 The Supplier, including its Subcontractors, shall not employ or engage in forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 13.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty and includes any involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 13.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for exploitation.
- 13.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 13.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 13.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the children's health, safety, or morals. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;

- (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as working for long hours, during the night or in confinement on the employer's premises.
- 13.8 The Supplier shall comply with and require its Subcontractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in the Technical Specifications.
- 13.9 The Supplier shall comply with additional obligations as specified in the **SCC**.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, except for any price adjustments authorized in the **SCC**.
- 15. Terms of Payment** 15.1 The Contract Price, including any advance payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and the documents submitted pursuant to GCC Clause 12 upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier and after the Procuring Agency has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 16. Taxes and Duties** 16.1 For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes,

stamp duties, license fees, and other levies imposed outside the Procuring Agency's Country.

- 16.2 For goods manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17. Performance Security**
- 17.1 If required as specified in the **SCC**, the Supplier shall, within seven (7) business days of the notification of contract award or letter of acceptance, provide performance security for the performance of the Contract in the amount specified in the **SCC**.
- 17.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the **SCC**, the performance security, if required, shall be denominated in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency in the **SCC**, or in another format acceptable to the Procuring Agency.
- 17.4 The performance security shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the **SCC**.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in a such third party.
- 19. Confidential Information**
- 19.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work

under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Agency or Supplier need to share with the Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the bid. In the original bid or later, such notification shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clause 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements. When no applicable standard is mentioned the standard shall be equivalent or superior to official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or another document, or any modification thereof provided or designed by or on behalf of the Procuring Agency by giving a notice of such disclaimer to the Procuring Agency;
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any such codes and standards changes shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 32.
- 22. Packaging and Documents**
- 22.1 The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all transit points.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC** and any other instructions ordered by the Procuring Agency.
- 23. Insurance**
- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 24. Transportation and Incidental Services**
- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall follow the specified Incoterms.
- 24.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:
- (a) performance or supervision of on-site assembly and/ or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/ or maintenance of the supplied Goods;
 - (c) furnishing a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- (d) performance or supervision or maintenance and/ or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring Agency's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and/ or repair of the supplied Goods.
- 24.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 25. Inspections and Tests**
- 25.1 The Supplier shall, at its own expense and no cost to the Procuring Agency, carry out all such tests and inspections of the Goods and Related Services as specified in the SCC.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor at point of delivery and/ or at the Goods' final destination, or another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- 25.3 The Procuring Agency or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its costs and expenses incurred in connection with such attendance, including but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test and inspection.
- 25.5 The Procuring Agency may require the Supplier to carry out any test and inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and inspection impede the progress of manufacturing and the Supplier's performance of its other obligations under the Contract, the due allowance will be made

in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and inspection.
- 25.7 The Procuring Agency may reject any Goods or parts that fail to pass any test and inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the test and inspection, at no cost to the Procuring Agency upon giving notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6 shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 30, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

27. Warranty

- 27.1 Except as provided under GCC Clause 29, if the Supplier may terminate the Contract pursuant to GCC Clause 34.
- 27.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 27.3 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.4 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC** or for eighteen (18) months after the date of shipment from the port or

place of loading in the country of origin, whichever period concludes earlier.

- 27.5 The Procuring Agency shall promptly notify the Supplier of the nature of any such defects, together with all available evidence, following the discovery thereof. The Procuring Agency shall afford all reasonable opportunities for the Supplier to inspect such defects.
- 27.6 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof at no cost to the Procuring Agency.
- 27.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought, or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 28.3 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf.
- 28.4 The Procuring Agency shall, at the Supplier's request, afford all available assistance in conducting such proceedings or claim and be reimbursed by the Supplier for all reasonable expenses.
- 28.5 The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Agency, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency and
- (b) the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

30. Change in Laws and Regulation

- 30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to the date of bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/ or the Contract Price, then such delivery date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price

adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change in Orders and Contract Amendments

- 32.1 The Procuring Agency may at any time order the Supplier through a notice in accordance with GCC Clause 7 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or the delivery/ completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Procuring Agency, may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Procuring Agency without compromising the necessary functions of facilities.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

32.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

33. Extension of Time

33.1 If at any time during the performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may, at its discretion, extend the

Supplier's time for performance, in which case the parties shall ratify the extension by amendment of the Contract.

- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 2 unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for default

- (a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Agency, has engaged in fraud and corruption, as defined in the SPP Rules, in competing for or executing the Contract.
- (b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the Procuring Agency.

34.3 Termination for Convenience

- (a) The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and Related Services and materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Export
Restriction**

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction the Procuring Agency and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to Sub-Clause 34.3.

Section VII – Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC Clause | Description |
|-------------|---|
| GCC 1.1 (i) | The Procuring Agency's Country is: Islamic Republic of Pakistan |
| GCC 1.1 (j) | The Procuring Agency is: Finance Department, Government of Sindh |
| GCC 1.1 (n) | <p>The Project Site/ Final Destination is:</p> <p>Karachi: Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p> <p>The delivery of all the Goods shall be made to the offices as mentioned above as further specified under Section V – Schedule of Requirements (List of Goods and Delivery Schedule).</p> |
| GCC 3.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by the incoterms, they shall be as prescribed by other internationally accepted trade terms. |
| GCC 3.2 (b) | The version edition of Incoterms shall be: 2020 |
| GCC 4.1 | The language shall be: English |
| GCC 7.1 | <p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: The Section Officer (B&A), Finance Department, Government of Sindh</p> <p>Address: Room No: 165, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Att Turk Road</p> <p>City: Karachi</p> <p>Telephone: +92 21 99222113 +92 21 99222111</p> <p>Fax: NIL</p> <p>E-mail: procurementfd@finance.gos.pk</p> |
| GCC 8.1 | The governing law shall be the law of: Islamic Republic of Pakistan |
| GCC 9.2 | <p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows:</p> <p>Contract with the Supplier of the Procuring Agency's country: Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall be referred to adjudication/ arbitration following of the Procuring Agency's Country.</p> |

GCC 12.1 **The shipping or delivery and other documents to be furnished by the Supplier** are Supplier's warranty certificate, inspection certificate issued by the nominated inspection agency or the Procuring Agency, Supplier's factory shipping details, or as applicable, etc. The Procuring Agency shall receive the documents at the time of delivery of the Goods, and if not received, the Supplier will be responsible for any consequential expenses.

GCC 13.9 The supplier shall have a code of conduct and provide appropriate sensitization for its personnel carrying out delivery that include, but are not limited to, maintaining a safe working environment and not engaging in the following practices:

- (i) any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Procuring Agency's personnel;
- (ii) Sexual exploitation, which means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
- (iii) Sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (iv) any form of sexual activity with individuals under 18, except in the case of pre-existing marriage.

The Procuring Agency may require the supplier to remove (or cause to be removed) from the Site or other places where the installation, operation, and maintenance is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 13.9. Notwithstanding any requirement from the Procuring Agency to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person from the Site or other places where installation, operation, and maintenance are being executed. In either case, the Supplier shall promptly appoint, as appropriate, suitable replacement with equivalent skills and experience.

GCC 14.1 The prices charged for the Goods supplied performed **shall not** be adjustable.

If prices are adjustable, the following method shall be used to calculate the price adjustment: **N/A**

GCC 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad or within the Procuring Agency's Country: Hundred (100) percent of the Contract Price shall be paid within thirty (30) days effective from Goods delivered, installation and accepted along with the supporting documents.

| | |
|-----------------|--|
| GCC 15.5 | The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be 60 days . |
| | The interest rate that shall be applied is the Karachi Interbank Offered Rate (KIBOR) at the date when the interest starts to apply. |
| GCC 17.1 | A performance security shall be required. The amount of performance security shall be 10% of the Contract Price . |
| GCC 17.3 | The Performance Security shall be in the form of an unconditional bank guarantee issued or confirmed by a commercial bank of the Procuring Agency's Country in the prescribed format attached with the bidding document or pay order or demand draft in favor of the Drawing & Disbursing Officer, Finance Department, Government of Sindh for a period of Twelve (12) months from the date of its submission. |
| | The performance security shall be denominated in a freely convertible currency acceptable to the Procuring Agency in accordance with the Contract Price. |
| GCC 17.4 | Discharge of the performance security shall take place within twenty-eight (28) days following the date of satisfactory completion of the Supplier's performance obligations under the Contract. |
| GCC 22.2 | The packing, marking, and documentation within and outside the packages shall be: Finance Department, Government of Sindh (Secretariat) Karachi. |
| GCC 23.1 | The insurance coverage shall be as specified in the Incoterms: N/A |
| GCC 24.1 | Responsibility for transportation of the Goods as specified in the Incoterms. DDP Karachi [as mentioned under SCC GCC 1.1 (o)]. |
| | The supplier is required under the Contract to transport the Goods to a specified place of final destination/ delivery place within the Procuring Agency's Country, defined as the Project Site, transport to such place of destination in the Procuring Agency's Country, including insurance, storage and maintenance, as specified in the Contract, shall be arranged by the supplier, and related costs shall be included in the Contract Price. |
| GCC 24.2 | Incidental services are performance and replacement during the Goods' warranty period. The price quoted in the bid or agreed with the selected supplier shall be included in the Contract Price. |
| GCC 25.1 | The inspection shall be done at the final destination/ delivery place to ensure the Goods received to comply with the required specification, mutually agreed by both parties, and are fully operational. |
| GCC 25.2 | The Inspection shall be conducted at the Project's site/ final destination indicated under Section VIII of Supply requirements. |
| GCC 26.1 | The liquidated damage shall be 0.5% per day . The maximum amount of liquidated damages shall be 10% of the Contract Price. |

GCC 27.3 The period of validity of the warranty shall be One (01) year that shall start with effect from the Goods delivery at the respective destined Sites. For purposes of warranty, places of destinations shall be same as delivery place.

GCC 27.3 – In partial modification of the provisions, the warranty period shall be One (01) Year effective from the Goods delivery date. The Supplier shall also comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (i) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests following GCC 25.7; or
- (ii) pay liquidated damages to the Procuring Agency for failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of the Contract Price; or
- (iii) Assume responsibility to provide after-sales service (hardware & yield only following the standard terms and conditions) at its cost during the warranty period for the delivered Goods. This condition shall apply to the international warranty only.

GCC 27.5 The period for replacement shall be within **three (03) days**.

GCC 27.6

GCC 32.4 The Procuring Agency **shall not** consider any value-engineering proposal from a Supplier.

Section VIII – Contract Forms

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Letter of Acceptance

[use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your bid dated ***[insert date]*** for the execution of the ***[insert name of the Contract and identification number, as given in the SCC]*** for the accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are advised to furnish the original copies of (i) the performance security within seven (7) days in accordance with the conditions of the Contract, using for that purpose one of the performance security forms; and (ii) the Contract agreement affixed stamp duty equivalent to 0.30% of the Contract Price or any other applicable rate prevailing on the agreement's registry date following the provisions of the Stamp Act, 1989.

You are further advised to confirm in writing, within five (5) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful bidder shall fill in this form following the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Agency]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Procuring Agency}, or a corporation incorporated under the laws of {insert name of Country of Procuring Agency}]* and having its principal place of business at *[insert address of Procuring Agency]* (hereinafter called "**the Procuring Agency**"), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "**the Supplier**"), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods and ancillary services, viz., *[insert a brief description of the Goods and Related Services]* and has accepted a bid by the Supplier for the supply of those Goods and Services.

The Procuring Agency and the Supplier agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are assigned to them in the Contract documents.
2. The following documents shall be deemed to form, read, and construe as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the letter of acceptance
 - (b) the letter of bid
 - (c) the addenda Nos. _____ (if any)
 - (d) Special conditions of contract
 - (e) General conditions of contract
 - (f) the specification (including the schedule of requirements and technical specifications)
 - (g) the completed schedules (including price schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful bidder, shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of the Procuring Agency]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on the letterhead]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the 'Applicant') has been issued a letter of acceptance bearing the letter's reference number _____ for the supply of *[insert description of Goods and related Services]* to the Beneficiary (the 'Letter of Acceptance').

Furthermore, we understand that, according to the Letter of Acceptance, performance security in the form of a bank guarantee or otherwise is required to be submitted by the Applicant to the Beneficiary.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than _ Day of _ 2___², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the accepted Contract Price specified in the Letter of Acceptance and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 17.4. The Procuring Agency should note that in the event of an extension of this date for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Advance Payment Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of Procuring Agency]*

Date: *[Insert date of issue]*

Advance Payment Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the '**Applicant**') has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary for the execution of *[insert name of contract and a brief description of Goods and related Services]* (the '**Contract**').

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*³ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the accepted Contract Price has been certified for payment or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

³ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract or a freely convertible currency acceptable to the Procuring Agency.*

PART 4 – APPENDICES

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]]

Re: PROCUREMENT OF CUSTOMIZED LEATHER BAGS FOR BUDGET KIT PACKING.

Dear Sir:

Pursuant to the Invitation for Bids dated [insert the date] in respect of the subject procurement, [Insert Name of the Attorney] hereby represents and warrants that, as of the date of this letter, [insert name of bidder/ member of consortium]:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract;
- (d) is not blacklisted by any federal or provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and/ or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed under Section III – Evaluation and Qualification Criteria of the bidding document.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]

Re: PROCUREMENT OF CUSTOMIZED LEATHER BAGS FOR BUDGET KIT PACKING

Dear Sir:

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]**, do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our bid for the subject procurement, including signing, authenticating and submission of application/ bid and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, Government of Sindh, any other Government entity or any person, in connection with the procurement until the culmination of the process of bidding and after that till the execution of relevant procurement documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds, and things done by our attorney mentioned above shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Member]

Authorized Signature [In full and initials]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Witnesses:

Signature: _____
 Name: _____
 CNIC No.: _____

Signature: _____
 Name: _____
 CNIC No.: _____